Hampshire rule, is that the liability of the common carrier as insurer does not terminate until the consignee has had a reasonable time, after the arrival of the goods and their discharge from the cars, to accept them and take them away. *Moses* v. *Boston & M. Ry.*, 32 N. H. 523, 64 Am. Dec. 381; *Mo. Pacific Ry. Co.* v. *Nevill*, 60 Ark. 375, 30 S. W. 425, 28 L. R. A. 80; *Wood* v. *Crocker*, 18 Wis. 345, 86 Am. Dec. 773. The Michigan rule holds that the carrier's liability terminates only after notice has been given the consignee and a reasonable time for removal elapses. *McMillan* v. *Michigan*, 16 Mich. 79, 93 Am. Dec. 208; *Walter* v. *Detroit United Ry. Co.*, 139 Mich. 303, 102 N. W. 745; *Lake Erie & W. Ry. Co.* v. *Hatch*, 52 Ohio St. 408, 39 N. E. 1042; *Poythres* v. *Durham & So. Ry. Co.*, 148 N. C. 391, 62 S. E. 515, 18 L. R. A. (N. S.) 427. The English cases also support this doctrine. See *Mitchell* v. *Lancashire & Y. Ry. Co.*, L. R. 10 Q. B. 256; *Chapman* v. *Great Western R. Co.*, L. R. 5 Q. B. Div. 278.

The only merit which the Massachusetts doctrine has is definiteness and certainty. It is neither logical nor convenient. However, it may be in theory, it is practically impossible to know even approximately when freight will arrive, if the transit be a long one over several roads; and it would be much easier for the carrier to send a card giving notice of the arrival, than to answer daily inquiries of the consignee to say nothing of the consignee's own convenience. *McMillan* v. *Michigan*, *supra*. Most of the cases purporting to uphold this view are *dicta*, and the courts which do sustain the doctrine hedge it in with many limitations. Thus, where there is any unusual delay in transit, as in the principal case, the carrier must notify the consignee of arrival. *Mills* v. *Railroad*, 127 Mo. App. 80, 92, 104 S. W. 924. And again, the carrier must unload the goods, for as long as they are in the car the liability as an insurer continues. *Porter* v. *Chicago & R. I. Ry. Co.*, *supra*; *Loeb* v. *Railroad* (Mo. App.), 85 S. W. 118.

The Michigan view seems to suit best the needs of modern transportation; and its eminent fairness has recommended it to state legislature of many states, so that many of them have passed statutes requiring notice. *Cavallaro* v. *Texas & P. R. R. Co.*, 110 Cal. 348, 42 Pac. 918, 52 Am. St. Rep. 94; *Collins* v. *Alabama G. S. R. Co.*, 104 Ala. 390, 16 South. 140; *Pennsylvania R. Co.* v. *Naive*, 112 Tenn. 239, 79 S. W. 124, 64 L. R. A. 443.

CORPORATIONS—EXECUTIVE COMMITTEE—INDIVIDUAL LIABILITY OF DIRECTORS FOR FRAUD OF.—The board of directors of the defendant corporation appointed an executive committee, consisting of five of its members, to which were given, by the by-laws of the corporation, all the powers of the board of directors between the meetings of the board. The committee fraudulently issued a false prospectus, of which the other directors had no knowledge; on the faith of which, the plaintiff purchased stock in the corporation. This action was brought to rescind the contract, and to recover from the corporation and the individual directors the purchase price of the stock. *Held*, there is no liability on the part of those directors, who had no knowledge of the fraud. *Ottman* v. *Blaugas Co. of Cuba, et al.*, 157 N. Y. Supp. 413.

An officer of a corporation, whether he be a director or not, who knowingly issues, or sanctions the issuance of a false prospectus, or

otherwise perpetrates a fraud, is liable in damages to those who are injured thereby. *Tayler* v. *Savage,* 143 U. S. 79; *Dorsey Machine Co.* v. *McCaffrey,* 139 Ind. 545, 38 N. E. 208, 47 Am. St. Rep. 290; *Charles Lehman-Charley* v. *Bartlett,* 135 App. Div. 674, 120 N. Y. Supp. 501; affirmed, 202 N. Y. 524, 95 N. E. 1125. And such officers are liable individually in damages for the fraud of an agent, acting for them, when perpetrated in effecting the sale of the corporate stock or securities, without reference to their moral guilt or innocence. *Hornblower* v. *Crandall,* 7 Mo. App. 220; affirmed, 78 Mo. 581; Downey *v.* Finucane, 205 N. Y. 251, 98 N. E. 391, 40 L. R. A. (N. S.) 307. But the personal liability of the officers of a corporation in such cases rests upon the ground of fraud; and directors or other officers are not personally liable to one who purchases stock in a corporation on the faith of fraudulent representations made in a prospectus or otherwise by agents of the corporation, although such agents be appointed by the board of directors, in the absence of fraud and bad faith on the part of the directors. *Weir* v. *Barnett,* L. R. 3 Exch. Div. 32; *Cargill* v. *Bower,* L. R. 10 Ch. Div. 502; *Rives* v. *Bartlett,* 215 N. Y. 33, 109 N. E. 83.

EQUITY—MULTIPLICITY OF SUITS—LACK OF COMMON ISSUE.—The complainant sought to enjoin several actions at law on the ground of preventing multiplicity of suits. The actions all arose out of the same facts, but the issues to be decided were not all the same. *Held,* the bill should be dismissed. *Hamilton* v. *Alabama Power Co.* (Ala.), 70 South. 737. See NOTES, p. 545.

INTERSTATE COMMERCE—CARMACK AMENDMENT—LIABILITY OF INITIAL CARRIER FOR DELAY.—The Carmack amendment to the Interstate Commerce Act makes the initial carrier of an interstate shipment liable to the holder of a bill of lading issued by it therefor for any "loss, damage, or injury" to the shipment, whether caused by it or by a connecting carrier. The plaintiff delivered perishable goods to the defendant railway company for interstate shipment, and took a through bill of lading therefor. Owing to the failure of a connecting carrier to transport with reasonable dispatch, the goods were delivered later than they should have been, and the plaintiff suffered loss, though there was no physical damage to the goods. *Held,* the defendant is liable. *New York, P. & N. R. Co.* v. *Peninsula Produce Exchange,* 36 Sup. Ct. 230.

One of the evils which gave rise to the Carmack amendment was the practice of including in a through bill of lading stipulations limiting the liability of each separate company to its own part of the route, as a result of which the initial carrier could be held liable only for loss, damage or delay occurring on its own line. See *Atlantic C. L. R. Co.* v. *Riverside Mills,* 219 U. S. 186, 31 L. R. A. (N. S.) 7. In passing this amendment it was the purpose of Congress to make the shipper and the initial carrier in effect the only parties to the transaction; and thus to secure a unity of transportation and a unity of responsibility. See *Adams Express Co.* v. *Croninger,* 226 U. S. 491, 44 L. R. A. (N. S.) 257. To accomplish this end it was made the duty of the initial carrier, receiving property for interstate shipment, to issue a through bill of lading by which it